RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement Fisheries and Oceans Canada | Pêches et Océans Canada 301 Bishop Drive | 301 promenade Bishop Fredericton, NB, E3C 2M6

<u>Email / Courriel</u>: <u>DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</u> & <u>Cathi.Harris@dfo-mpo.gc.ca</u>

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Title / Titre Hazardous Waste N Disposal	<i>l</i> lanagement an	d	Date May 4, 2021		
Solicitation No. / N 30000083	Solicitation No. / N° de l'invitation 3000083				
Client Reference N 30000083	lo. / No. de réf	érence d	u client(e)		
Solicitation Closes At /à: 2:00 P.M.	s / L'invitation	prend fir	1		
ADT (Atlantic Daylic	ght Time) / HAA	(Heure A	Avancée de l'Atlantique)		
On / le : June 3, 2	•	`	. ,		
F.O.B. / F.A.B. Destination	Taxes See herein — ci-inclus	- Voir	Duty / Droits See herein — Voir ci-inclus		
Destination of God services See herein — Voir of		es / Dest	tinations des biens et		
Instructions See herein — Voir	ci-inclus				
Address Inquiries to : / Adresser toute demande de renseignements à : Cathi Harris, Senior Contracting Officer					
Email / Courriel:					
DFOtenders-soumis	ssionsMPO@df	o-mpo.go	<u>:.ca</u>		
Delivery Required / Livraison exigée See herein — Voir en ceci		Deliver propos	y Offered / Livraison ée		
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur					
Telephone No. / No. de téléphone		Facsim	ile No. / No. de télécopieur		
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)					
Signatura		Data			

Date

Signature

TABLE OF CONTENTS

PART 1	- GENERAL INFORMATION	3
1.1 1.2 1.3 1.4 1.5	SECURITY REQUIREMENTS STATEMENT OF WORK. DEBRIEFINGS TRADE AGREEMENTS REISSUE OF BID SOLICITATION	3 3
PART 2	2 - BIDDER INSTRUCTIONS	4
2.1 2.2 2.3 2.4 2.5	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS SUBMISSION OF BIDS ENQUIRIES - BID SOLICITATION APPLICABLE LAWS BID CHALLENGE AND RECOURSE MECHANISMS - BID PREPARATION INSTRUCTIONS	4 4 5
3.1	BID PREPARATION INSTRUCTIONS	
_	- EVALUATION PROCEDURES AND BASIS OF SELECTION	
4.1 4.2	EVALUATION PROCEDURES AND BASIS OF SELECTION	9
PART 5	S - CERTIFICATIONS	11
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE BIDCERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART 6	- RESULTING CONTRACT CLAUSES	16
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12 6.13 6.14	SECURITY REQUIREMENTS STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT AUTHORITIES. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS (IF APPLICABLE) PAYMENT INVOICING INSTRUCTIONS. CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS. PRIORITY OF DOCUMENTS. FOREIGN NATIONALS (CANADIAN CONTRACTOR) AND/OR (FOREIGN CONTRACTOR). INSURANCE - SPECIFIC REQUIREMENTS SACC MANUAL CLAUSES.	1617181920202121
6.15	DISPUTE RESOLUTION	21
ANNEX	"A" STATEMENT OF WORK	23
ANNEX	"B" BASIS OF PAYMENT	27
	"C" INSURANCE CONDITIONS	28
ANNEX	"D" FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION	30
A NINIEY	"E" CUDCONTRACTOR LIST	21

PART 1 - GENERAL INFORMATION

1.1 **Security Requirements**

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

1.3 **Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.

1.4 **Trade Agreements**

The requirement is subject to the World Trade Organization-Agreement on Government Procurement (WTO-AGP), and the Canadian Free Trade Agreement (CFTA).

1.5 Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number F5211-200663 dated 2021-02-01 with a closing of 2021-03-03 at 2:00 AST.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-andguidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or on a Cloud to DFO will not be accepted.

2.3 **Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Solicitation No. – Nº de l'invitation : 30000083

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory

choice without affecting the validity of their bid, by deleting the name of the Canadian province or territor specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit <u>all</u> its **email** bid in separately saved sections as follows and <u>prior to the bid closing date, time and location</u>:

Section II: Technical Bid (one soft copy in PDF format)
Section III: Financial Bid (one soft copy in PDF format)
Certifications (one soft copy in PDF format)

Important Note:

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Pricing Schedule detailed in Attachment 1 to Part 3.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

The Contractor will be paid all-inclusive fixed rates as follows:

1.0 Fixed Rates - Period from Date of Award to March 31, 2022

All-inclusive* Fixed Rate for the Pick-up and Disposal Hazardous Waste and Bin Rental (weekly)	Rental, Pick up and Disposal Rate per Bin (GST extra)	Number of Bins	Estimated Number of Pick- Ups per Bin	Total (A x B x C)
	(A)	(B)	(C)	(D)
Cost of pick-up, disposal and bin rental including: Rental Weekly Transportation Consumables Disposal cost per 3,000 Kg				
Total per bin	\$	6	33	\$
For Bid Evaluation purposes only - Bin weight (debris) 3,000 kg per bin				
Total Evaluated Price (GST extra)				\$

2.0 Fixed Rates - Option Period 1 from April 1, 2022 to March 31, 2023

All-inclusive* Fixed Rate for the Pick-up and Disposal Hazardous Waste and Bin Rental (weekly)	Rental, Pick up and Disposal Rate per Bin (GST extra)	Number of Bins	Estimated Number of Pick- Ups per Bin	Total (A x B x C)
	(A)	(B)	(C)	(D)

Cost of pick-up, disposal and				
bin rental including:				
Rental Weekly				
Transportation				
Consumables				
Disposal cost per 3,000 Kg				
Total per bin	\$	6	33	\$
For Bid Evaluation purposes	only - Bin we	ight (debris) 3,0	000 kg per bin	
Total Evaluated Price (GST extra)				\$

^{*}All-inclusive is defined as, but not limited to, all labour, materials, supervision, transportation (and related costs), equipment and disposal fees required to complete this service.

TOTAL BID PRICE:			
1.0 \$	+ 2.0 \$	= \$	(GST extra)

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 **Evaluation Procedures**

- Bids will be assessed in accordance with the entire requirement of the bid solicitation (a) including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 **Technical Evaluation**

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4

4.1.2 Financial Evaluation

Refer to Attachment 1 to Part 3

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 **Basis of Selection**

4.2.1 **Basis of Selection - Mandatory Technical Criteria**

SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

Solicitation No. – Nº de l'invitation : 30000083

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide, with their submission, the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

No.	Mandatory Criteria	Proposal Page No.	Meets/Does Not Meet (Y/N)
M1	The Bidder MUST hold a valid LT number (Transport License for off-site transport of hazardous waste) for the off-site transport of any hazardous waste requiring a manifest per Sections 45 and 46 of the Hazardous Waste Regulations (HWR). Hazardous Waste Regulation (gov.bc.ca) A copy of the valid License to Transport MUST be provided		
	with the bid at bid closing.		
M2	The bidder MUST have an arrangement with a Waste Management facility registered under the HWR and have an authorization to accept the types of hazardous materials listed in the Waste Management Plan for this incident. (The List of Hazardous Waste in the Waste Management Plan are for waste oil).		
	The bidder MUST provide written documentation that their Waste Management Facility is registered under the HWR at bid closing.		
M3	The bidder MUST provide written documentation from the storage facility accepting the hazardous waste for all plans required under the HWR (s-4, 11, 14 at a minimum) at bid closing.		
M4	The bidder MUST provide reference documentation that proposed bins are suitable for storing and transporting hazardous waste. This bin documentation at bid closing and must demonstrate the design criteria and labeling placarding in accordance with Part 8 Containers for hazardous waste (s.50).		
M5	The bidder MUST demonstrate supply chain and transportation arrangements to replenish and remove bins as required.		
	The bidder MUST identify suppliers and transport arrangements at bid closing.		
M6	The bidder MUST submit a copy of the Risk Management plan at bid closing.		

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 **Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-socialdevelopment/programs/employment-equity/federal-contractor-program.html).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during

the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual:
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

5.2.3.2 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

5.2.3.3 List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon written request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed by specification section and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

Refer to Annex F.

5.2.3.4 Contractor's Representative

Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-mail:	

The Contractor's Representative for the Contract is:

5.2.3.5 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

Solicitation No. – Nº de l'invitation :

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the

identification of	of this Contractor:
a)	The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
b)	The status of the contractor (individual, unincorporated business, corporation or partnership:
c)	For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
d)	For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:
The following	g certification signed by the contractor or an authorized officer:
"I certify that I	have examined the information provided above and that it is correct and complete"
Signature	
Print Name of	Signatory

Solicitation No. - Nº de l'invitation : 30000083

ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information Bulletin: Required information to submit a bid or offer for additional details.

List of names for integrity verification form

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 **Security Requirements**

- 6.1.1 There is no security requirement applicable to the Contract.
 - 6.1.1.1 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
 - 6.1.1.2 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
 - **6.1.1.3** The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
 - **6.1.1.4** Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 **General Conditions**

- 6.3.1.1 2010C (2020-05-28), General Conditions Services (Medium Complexity) apply to and form part of the Contract.
- 6.3.1.2 Subsection 10 of 2010C (2020-05-28), General Conditions Professional Services (Medium Complexity) - Invoice submission, is amended as follows:

Delete: 2010C 10 (2020-05-28) Invoice submission

Insert: Invoice submission

- 1. Invoices must be submitted in the Contractor's name to DFO invoicingfacturation.MPO@canada.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 2. Invoices must show:
 - a. Contractor's Name and remittance physical address;

- b. Contractor's CRA Business Number or Procurement Business Number (PBN);
- c. Invoice Date;
- d. Invoice Number;
- e. Invoice Amount (broken down into item and tax amounts);
- f. Invoice Currency (if not in Canadian dollars);
- g. DFO Reference Number (PO Number or other valid reference number);
- h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
- Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- j. deduction for holdback, if applicable;
- k. the extension of the totals, if applicable; and
- if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31, 2022 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cathi Harris

Title: Senior Contracting Officer

Department: Fisheries and Oceans Canada

Solicitation No. – Nº de l'invitation : 30000083

Directorate: Materiel and Procurement Services

Address: 301 Bishop Drive

Fredericton, NB E3C 2M6

Telephone: 506-238-1317

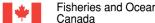
E-mail address: Cathi.Harris@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

monn an	ybody other than the con	tracting rationty.	
6.5.2	Project Authority (to be inserted at Contract award)		
The Pro	ject Authority for the Con	tract is:	
Name: Title: Organiz Address			
Telepho E-mail a	one: address:		
carried Work un Project	out under the Contract an nder the Contract. Technic Authority has no authority	sentative of the department or agency for whom the Work is being d is responsible for all matters concerning the technical content of the cal matters may be discussed with the Project Authority, however the to authorize changes to the scope of the Work. Changes to the scope rough a contract amendment issued by the Contracting Authority.	
6.5.3	Contractor's Represent	ative (to be inserted at Contract award)	
The Co	ntractor's Representative	for the Contract is:	
Name: Title: Organiz Address			
Telepho Facsimi E-mail a			

6.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.



6.7 **Payment**

6.7.1 Basis of Payment: Fixed Rate - Limitation of Expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$_____ (to be added at contract award). Customs duties are included and Applicable Taxes are extra.

- 6.7.1.1 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- **6.7.1.2** Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

Limitation of Expenditure 6.7.2

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ __ added at contract award). Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 **Methods of Payment**

6.7.3.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.7.4 SACC Manual Clauses

6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

- **6.8.1** Payments will be made provided that:
 - 6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: <u>DFO.invoicing-facturation.MPO@canada.ca</u> c.c. (to be added at contract award)

Each invoice must be supported by:

 a copy of the release document and any other documents as specified in the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9.3 SACC Manual Clauses

SACC Manual clause A3015C (2014-06-26), Certification - Contract

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

6.11 **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2020-05-28), General Conditions Services (Medium Complexity);
- (c) Annex A. Statement of Work:
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated insert date of bid [If the bid was clarified or amended, insert at the time of contract award]: ", as clarified on ______or, as amended on ____ date(s) of clarification(s) or amendment(s)

Foreign Nationals (Canadian Contractor) AND/OR (Foreign Contractor) 6.12

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

AND/OR

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

6.13 **Insurance - Specific Requirements**

The Contractor must comply with the insurance requirements specified in Annex C . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 **SACC Manual Clauses**

SACC Manual clause A9016C (2014-06-26) Hazardous Waste Disposal – Specific Requirements SACC Manual clause A9068C (2010-01-11) Government Site Regulations SACC Manual clause A9039C (2008-05-12) Salvage SACC Manual clause B1505C (2016-01-28) Shipment of Dangerous Goods/Hazardous Products

6.15 **Dispute Resolution**

(a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A" STATEMENT OF WORK

CANADIAN COAST GUARD Bligh Island Shipwreck – M/V Schiedyk Hazardous Waste Containers and Disposal

1.0 Scope

1.1 Objective

The Canadian Coast Guard (CCG) requires a certified Hazardous Waste contractor to provide six (6) Hazardous Waste bins and disposal service for Waste Oil – Solids as per Part 8 Containers for hazardous waste (s.50). The bins are required at the West Coast Marine Terminal, Gold River and will need to be emptied on an on-call basis, typically about every ten (10) days, but this will vary and flexibility is required. The bins should be approximately 20' x 6' x 8', covered and water tight but similar alternatives may be accepted with prior approval of the Project Authority. The bidder should be prepared to deliver them as soon as the contract is awarded.

The bins will be deployed onto a barge that will be at anchor in the Zuciarte Channel. The loading and offloading of these bins will take place at the West Coast Marine Terminals facility in Gold River. The trucks that will be loading and offloading these bins will be required to drive onto the barge to do this. Access to the barge will be from a ramp that is part of West Coast Marine Terminals facility.

1.2 Background

The shipwreck of the M/V Schiedyk, a 483' bulk carrier that sank in 1968, has started to release oil, as confirmed by sheening and oiling in the vicinity of Bligh Island / Zuciarte Channel, and subsequent remote operated vehicle (ROV) inspection. As a result CCG hired a contractor to implement protection booming strategies in the area. CCG has established an Incident Command Post (ICP) for this incident, with CCG as the Federal Incident Commander in Unified Command alongside Ministry of Environment and Mowachat/Muchalaht First Nations.

Remotely operated vehicle (ROV) operations report that the vessel is resting *hull-up* in 350–400 ft. of water and product is seeping from multiple locations. as the product is consistent with heavy fuel oil. The release rate was initially estimated at 1–4 L per hour but this estimate has since been amended with the qualifier that upwelling varies from day to day and may be dependent on weather at the site. Daily actions are being taken to contain the immediate threats presented by the upwelling and as of late December 2020, offshore containment boom was in place and effectively containing pollution on water.

Currently, spill response contractors are utilizing small landing crafts and workboats to recover a mixture of oils and organic debris within the containment area at the immediate wreck site. CCG has contracted a barge & tug to support equipment and personnel staging near the wreck site. When bins are required to be emptied / replenished CCG will arrange transportation into the West Coast Marine Terminal, Gold River. The bins once removed from the barge are to be removed from site and transported to an approved Hazardous Waste Management Facility or Class 2 Industrial Landfill may be considered where additional information on the location, authorization of the landfill to receive the hazardous waste and other conditions are satisfied for disposal. Loaded bins are not to be left on site in Gold River.

2.0 Applicable Documents

As part of this Statement of Work (SOW), supporting documentation is being provided to ensure that bidders have all the required information to develop an appropriate proposal and an effective work plan.

The list of supporting documentation is as follows:

- 1. Photos (Item 11.0)
- 2. Relevant background information
- 3. CCG Environmental Response SITREPS (http://www.spillresponsebc.ca/)
- 4. Waste Registration Letter from BC MOE

3.0 Tasks

3.1 Waste Disposal

- Bidder must hold a valid License to Transport (LT) number for the off-site transport of any hazardous waste requiring a manifest per Sections 45 and 46 of the Hazardous Waste Regulation (HWR)
- 2. The hazardous waste must be transported to a hazardous waste management facility authorized under the Hazardous Waste Regulations <u>Hazardous Waste Regulation (gov.bc.ca)</u>.
- 3. The bidder must provide six (6) Hazardous Waste bins of approximately 20' x 6' x 8', and be available to empty and replace them on an on-call basis. It takes the barge approximately 3 hours to transit from site to Gold River. The time docked in Gold River depends on work and services required and operations in the field. Anticipate no longer than 12 hours onsite in Gold River Staging area. Current set up has four (4) bins on the barge with two (2) at the staging area in Gold River. It is not anticipated that all six (6) bins will require empting with the current set up. Contractor will be notified 24 hrs. in advance on the required number of bins for pick up when pick-ups are requested. There is no crane availability to assist with the loading or off-loading of bins. The contractor, as the owner / supplier of the bins is responsible for all loading, off-loading and transportation requirements for the bins.
- 4. The estimated number of pick-ups over the period of the contract is 33 pick-ups per bin on a 10 day cycle. For reference to weight, the total combined weight of four bins was 6,772.65kg. The weight per bin ranged from 1,179kg to 2,948kg for an average of 1,693kg per bin. It must be noted that bin weights are expected to vary and may change over the course of the response.

4.0 Contractor Resource Requirements

1. Minimum of six (6) Hazardous Waste bins to be provided and cycled as necessary.

5.0 Equipment Specifications

Certified Hazardous Waste bins, approximately 20' x 6' x 8', though alternatives will be considered, as long they are suitable for deployment onto the barge. The bins must be covered and watertight.

6.0 Operations & Mobilization

Upon award, the contractor must immediately supply six (6) bins to Gold River.

7.0 Indigenous Participation

The contractor is requested to provide opportunities (such as the provision of goods, services or subcontracting, hiring of qualified resources) for Indigenous Peoples throughout the duration of the project where possible. Details of aboriginal procurement considerations shall be provided to the Project Authority when an opportunity/opportunities has been provided.

8.0 Considerations

1. As this job is considered a federal government work site, the contractor will incorporate all applicable Canadian federal and provincial standards and regulations in their proposed work to ensure compliance with the conduct of their work. This includes, but is not limited to:

Canada Labour Code, Part II; (https://laws-lois.justice.gc.ca/eng/acts/L-2/page-23.html#h-341197)

2. Risk Management Plan The contractor must have in place a risk management plan, covering the loss, prevention and minimization mechanisms in the event of a hazardous waste incident. The plan should contain sufficient risk management measures to prove, if an incident did occur, that due diligence will be undertaken by the Contractor, in compliance with the minimum standards of the Canadian Environmental Protection Act (1999) https://laws-lois.justice.gc.ca/eng/acts/c-15.31/.

3. Dangerous Goods

- a. The Contractor must ensure proper labeling and packaging in the supply and shipping of hazardous and dangerous goods in accordance with the Transportation of Dangerous Goods Regulations https://laws.justice.gc.ca/eng/regulations/SOR-2001-286/ during the performance of the contract.
- b. The Contractor must accept liability for any damages caused by improper packaging, labeling or carriage of goods.
- c. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods as set forth by Federal, Provincial, Territorial and Municipal laws, By-laws and Acts of Parliament.
- 4. Points of Ownership The Contractor must dispose the waste identified herein according to the requirements of this request for proposal and/or according to the laws and regulations that are applicable, whether Federal, Provincial, territorial or Municipal. The Contractor will assume all ownership and all future liability for the disposal of the Hazardous waste products from the time the waste is loaded into the Contractors vehicle and the hazardous waste manifest is signed.

5. Deliverables:

- 1. A disposal certificate and/or completed manifest must accompany all invoices. The certificate and/or manifest must show that the disposition of materials has been in accordance with current Federal, Provincial and Municipal Regulations and Legislation. Payment will not be made until the disposal certificate and/or manifest has been provided.
- 2. Within 90 days of the removal of any hazardous waste, the contractor must provide the Project Authority with the Certificate of Destruction reconciling with the waste generated. Failure to provide this documentation will be sufficient reason for payment to be withheld until documentation is received.

9.0 **Contract Deliverables**

The final outcome of this requirement is to be as follows:

- 1. Provide six (6) Hazardous Waste bins to be emptied and disposed as needed.
- 2. Comply with all applicable Hazardous Waste transportation and Disposal laws.

10.0 **Photos**





ANNEX "B" BASIS of PAYMENT

The Contractor will be paid all-inclusive fixed rates as follows:

1.0 Fixed Rates - Period from award to March 31, 2022

All-inclusive* Fixed Rate for the Pick-up and Disposal Hazardous Waste and Bin Rental (weekly)	Rental, Pick up and Disposal Rate <u>per Bin</u>	
	(GST extra)	
Cost of pick-up, disposal and bin rental including:		
Rental Weekly		
Transportation		
Consumables	\$	
Disposal cost (3000 kg per bin)		
Total per bin		

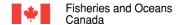
2.0 Fixed Rates - Option Period 1 from April 1, 2022 to March 31, 2023

All-inclusive* Fixed Rate for the Pick-up and Disposal Hazardous Waste and Bin Rental (weekly)	Rental, Pick up and Disposal Rate <u>per Bin</u>
	(GST extra)
Cost of pick-up, disposal and bin rental including: Rental Weekly Transportation Consumables Disposal cost (3000 kg per bin)	\$
Total per bin	

^{*}All-inclusive is defined as, but not limited to, all labour, materials, supervision, transportation (and related costs), equipment and disposal fees required to complete this service.

ANNEX "C" **INSURANCE CONDITIONS**

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Fisheries and Oceans Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.



- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa. Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Fisheries and Oceans Canada

> ANNEX "D" FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website. Date:(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing
Date: (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing
date.)
Complete both A and B.
A. Check only one of the following:
() A1. The Bidder certifies having no work force in Canada.
() A2. The Bidder certifies being a public sector employer.
() A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act.</u>
() A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
() A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
() A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
B. Check only one of the following:
() B1. The Bidder is not a Joint Venture.
<mark>or</mark>
() B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Solicitation No. – N° de l'invitation : 30000083

ANNEX "E" SUBCONTRACTOR LIST

Number	Name of Supplier	Supplier Address